

- (ii) all activities related to ground support, test, training, simulation, or guidance and control equipment and related facilities or services.

The term "Protected Space Operations" excludes activities on Earth that are conducted on return from space to develop further a Payload's product or process for use other than for activities in implementation of this Agreement.

- 3. (a) Each Party agrees to a cross-waiver of liability pursuant to which each Party waives all claims against any of the entities or persons listed in subparagraphs 3(a)(i) through 3(a)(iii) below based on Damage arising out of Protected Space Operations. This cross-waiver shall apply only if the person, entity, or property causing the Damage is involved in Protected Space Operations and the person, entity, or property damaged is damaged by virtue of its involvement in Protected Space Operations. The cross-waiver shall apply to any claims for Damage, whatever the legal basis for such claims, against:
  - (i) the other Party;
  - (ii) a Related Entity of the other Party's Agency; and
  - (iii) the employees of any of the entities identified in subparagraphs (i) and (ii) immediately above.
- (b) In addition, each Party shall ensure that its Agency extend the cross-waiver of liability as set forth in subparagraph 3(a) above to its Related Entities by requiring them, by contract or otherwise, to agree to:
  - (i) waive all claims against the entities or persons identified in subparagraphs 3(a)(i) through 3(a)(iii) above; and
  - (ii) require that their Related Entities waive all claims against the entities or persons identified in subparagraphs 3(a)(i) through 3(a)(iii) above.